

REGULAR MEETING OF
THE HARTSVILLE/TROUSDALE COUNTY COMMISSION
MONDAY, SEPTEMBER 28, 2015
7:00 P.M.

AGENDA

1. Open Court

2. Invocation – Linda Johnson

3. Pledge to the American Flag – Richard Johnson

4. Roll Call – Rita Crowder

5. Approval of Minutes

The minutes of the previous meeting have been distributed. Are there any changes or corrections to the minutes? If there are no corrections, the minutes are approved as distributed.

6. Announcements...

7. Amendments to Agenda/Approval of Agenda

8. Citizens' Response to Agenda Items

9. County Mayor Report – Carroll Carman

- A. Disaster Grant Projects
- B. Pedestrian Bridge
- C. Criminal Justice Center (Beginning?)
- D. Bank Building Update
- E. Parking Ordinance
- F. Front Street Closure
- G. Broadband Update

10. **Committee Actions & Reports ...**
- A. Audit Committee – Bill Fergusson
 - B. Budget and Finance Committee – Mark Beeler
 - C. Charter Review Committee – Jim Falco
 - D. Codes & Zoning Enforcement Committee – Wayne Brown
 - E. County Buildings Committee – John Oliver
 - F. Economic Development Committee – Andy Jellison
 - G. Emergency Services Committee – David Nollner
 - H. Employee/Personnel Committee – Bill Fergusson
 - I. Insurance Committee – Bubba Gregory
 - J. Law Enforcement Committee – Bubba Gregory
 - K. Local Emergency Planning Committee – Allen Lewis
 - L. Local Government Services – Jerry Ford
 - M. Metro Communications Committee – Mark Beeler
 - N. Parks & Recreations Committee – Bubba Gregory
 - O. Prison Oversight Committee – Mark Beeler
 - P. Purchasing Oversight – Jerry Ford
 - Q. Solid Waste Committee – Richard Johnson
 - R. Other Committee Reports ...

11 **OLD BUSINESS –**

12. **NEW BUSINESS -**

- A. Election of Commission Chairman
- B. Election of Chairman Pro Tempore
- C. Recognitions:

Kelly Bell and Lindsey Moore – Girl Scout Gold Award
- D. Appointments to Committees, Boards, and Commissions

Acknowledge Cindy Carman as Trustee Representative on Public Records Commission

Appoint James McDonald to replace Mark Presley on Public Records Commission
- E. Acknowledgements:
 - 1. Comptroller Approval Letter - \$222,000 Patrol Car Note
 - 2. Report to Comptroller – Form CT-0253 - \$222,000 Patrol Car Note

F. Resolutions:

1. Resolution #2015-42-521 - A Resolution to Enter Interlocal Cooperative Agreement with Tennessee Risk Management Trust
2. Resolution #2015-43-522 - Resolution to Name New Office Facility at 328 Broadway
3. Resolution #2015-44-523 - Resolution to Authorize \$165,000 Solid Waste Capital Outlay Note for the Purchase of Roll-Off Truck

G. Ordinances:

1. First Reading - Ordinance #118-2015-09 – An Ordinance to Re-Zone Property on Hwy 231 S. – David Gregory

H. Budget Amendments:

1. 101 General Fund - Receive Goose Gala Downtown Revitalization Funds – \$20,000
2. 101 General Fund – Appropriate Reserve Senior Center Funds to Provide Matching Funds for the 5310 Senior Center Van Grant - \$16,609.64

I. Notaries:

J. Adjournment

AUGUST 24, 2015 – HARTSVILLE/TROUSDALE COUNTY COMMISSION MEETING

BE IT REMEMBERED, That the Honorable Hartsville/Trousdale County Commission met pursuant to adjournment, with the Honorable Mark Beeler, Commission Chairman presiding and the following commissioners present to wit: Kendra Belcher, Wayne Brown, Gary Claridy, James Falco, Bill Fergusson, Jerry Ford, Bubba Gregory, Richard Harsh, Linda Johnson, Richard Johnson, Johnny Kerr, James McDonald, David Nollner, John Oliver, Steve Whittaker, and Rance Muirhead.

1. Open Court – Sheriff Ray Russell
2. Invocation – Richard Johnson
3. Pledge to the American Flag – Richard Harsh
4. Roll Call – Rita Crowder
5. Approval of Minutes – The minutes stand approved as distributed.
6. Announcements...

1. Appreciation and Recognition – Rance Muirhead, Student Representative – Mr. Rance Muirhead was honored for completing his year of service as the Student Representative for the County Commission for the 2014-2015 year. Chairman Mark Beeler presented him with a plaque.

Charles Curtiss, Ex. Director of the TN County Commission Association, attended the meeting. He wanted the commissioners to be aware of some upcoming meetings that they could attend that would be beneficial to them. He is also available should any of them have any questions or need information pertaining to their duties.

7. Amendments to Agenda/Approval of Agenda – Remove Item B. 4. Resolution #2015-41-520 from the Agenda. This item will be brought back at a later date.
Motion this court approve this agenda as amended.
Motion by Wayne Brown, Second by Jerry Ford

MOTION CARRIED

8. Citizens' Response to Agenda Items – None presented.
9. COUNTY MAYOR REPORT – Carroll Carman
 1. Update on Disaster Grant funded projects – Old Co-Op Bldg. & Radio Tower – The architect's renderings have been finalized and sent to GNRC. Once we receive ECD approval, we can proceed with this Community Center project.
Still waiting on electricity at the Radio Tower.
 2. Fire Hall Construction – This project is essentially complete.
 3. Broadband Update – NCTC did not receive the grant that they were hoping for.
 4. Pedestrian Bridge Update – The pillars and foundation are currently being laid. Weather permitting, this project should be complete in a few weeks.
 5. Bank Bldg. Update – Inside demolition is currently being done on some of the offices. The new

roof has been added and is paid for.

6. Streetscape Grant – Downtown – This will be brought up later on the agenda. Mr. Jackie Dillehay is present to answer any questions should there be any.
7. Sale of Front Street Property – There is a gentleman that has requested to pay the taxes and purchase this property. This will have to wait until after the mandatory 1 yr. waiting period.

10. COMMITTEE ACTIONS AND REPORTS...

- A. Audit Committee – Bill Fergusson – No meeting.
- B. Budget and Finance Committee – Mark Beeler – The committee and recommended for approval, the budget amendments on tonight's agenda.
- C. Charter Review Committee – Jim Falco – The committee recommended approval of the changes to the Charter that would deal with breaking ties for the Urban Services Council. This will be brought back for commission approval at a later date. The next meeting is scheduled for 9/10/2015 @ 6:00 in the downstairs courtroom.
- D. Codes & Zoning Enforcement Committee – Wayne Brown – A meeting is schedule for 9/15/2015 @ 6:00 in the downstairs courtroom.
- E. County Buildings Committee – John Oliver – The committee met and approved the floor plan for the emergency shelter and the floor plan for the bank building. John Oliver, Dwight Jewell, and Carroll Carman have been placed on a committee to deal with any minor changes that need to be dealt with so that there will no need to call for a full committee meeting.
- F. Economic Development Committee – No meeting.
- G. Emergency Services Committee – David Nollner – No meeting.
- H. Employee/Personnel Committee – Bill Fergusson – A meeting is scheduled for 09/10/2015 @ 6:30 in the downstairs courtroom. Mr. Gary Jackel with MTAS is scheduled to be at this meeting to answer questions and offer suggestions for changes to the personnel policies.
- I. Insurance Committee – Bubba Gregory – An organizational meeting is scheduled for 09/24/2015 @ 6:30 here at the courthouse.
- J. Law Enforcement – Bubba Gregory – The committee met on Aug. 20th to discuss guns in county buildings. The courthouse already has signs posted stating that no guns are allowed in the building with the exception of law enforcement officers. They also recommended placing these signs in ALL county buildings. An organizational meeting is scheduled for 09/24/2015 @ 7:00 here at the courthouse.
- K. Local Emergency Planning Committee – No meeting.
- L. Metro Communications Committee – Mark Beeler - No meeting.
- M. Parks & Recreation Committee – Bubba Gregory – The committee met and were brought up to date on the renovations that have been taking place in the park. Mr. Cliff Sallee also gave them an end of season report on the city pool. The total loss for this year was around \$5,900. 00, which is

quite a bit less than previous years. An organizational meeting is scheduled for 09/17/2015 @ 6:30 here at the courthouse.

N. Professional Services Committee – Mayor Carroll Carman – No meeting.

O. Prison Oversight Committee – Mark Beeler – A meeting is scheduled for 09/08/2015 @ 6:30 in the upstairs courtroom.

P. Purchasing Oversight – Jerry Ford – No meeting.

Q. Solid Waste Committee – Richard Johnson – A meeting is scheduled for 09/10-2015 @ 6:30 here at the courthouse.

R. Other Committee Reports... Local Government Services Committee – This is a newly formed committee. A meeting is scheduled for 09/08/2015 @ 7:00 here at the courthouse.

11. OLD BUSINESS – None presented.

12. NEW BUSINESS –

A. Appointments to Committees, Boards, and Commissions – No new appointments at this time.

B. Resolutions:

1. Resolution #2015-38-517 – Commission Committee Appointments 2015-16

Motion this court approve this Resolution.

Motion by Jams Falco, Second by Bubba Gregory

MOTION CARRIED

2. Resolution #2015-39-518 – Student Representative on County Commission 2015-16 – Will

Henry

Motion this court approve this Resolution.

Motion by Richard Harsh, Second by Richard Johnson

MOTION CARRIED

3. Resolution #2015-40-519 – Patrol Car Capital Outlay Note - \$222,000

Motion this court approve this Resolution.

Motion by Jerry Ford, Second by Gary Claridy

MOTION CARRIED

C. Acknowledgements and Reviews: None presented.

D. Ordinances:

1. Public Hearing – Ordinance #115-2015-06 – An Ordinance TO AMEND ARTICLE IV, SECTION 4.050, AND ARTICLE VIII, SECTION 8.060 OF THE ZONING RESOLUTION OF TROUSDALE COUNTY, AND TO AMEND ARTICLE IV, SECTION 4.040 OF THE ZONING ORDINANCE OF HARTSVILLE, TENNESSEE – Home Occupations

Motion this court close this Public Hearing.

Motion by Johnny Kerr, Second by Wayne Brown

MOTION CARRIED

2. Second Reading – Ordinance #115-2015-06 – An Ordinance TO AMEND ARTICLE IV, SECTION 4.050, AND ARTICLE VIII, SECTION 8.060 OF THE ZONING RESOLUTION OF TROUSDALE COUNTY, AND TO AMEND ARTICLE IV, SECTION 4.040 OF THE ZONING ORDINANCE OF HARTSVILLE, TENNESSEE – Home Occupations

Motion this court approve this Ordinance – **2ND Reading**

Motion by David Nollner, Second by Steve Whittaker

MOTION CARRIED

3. Public Hearing – Ordinance #116-2015-07 – Rezoning Property at corner of Broadway and White Oak St. from C-1 to C-2, Trousdale County Tax Map 019k, Parcel 018.00 (Roddy)

Motion this court close this Public Hearing.

Motion by Johnny Kerr, Second by James Falco

MOTION CARRIED

4. Second Reading – Ordinance #116-2015-07 – Rezoning Property at corner of Broadway and White Oak St. from C-1 to C-2, Trousdale County Tax Map 019K, Parcel 018.00 (Roddy)

Motion this court approve this Ordinance - **2ND Reading**

Motion by David Nollner, Second by Bubba Gregory

MOTION CARRIED

5. Public Hearing – Ordinance #117-2015-08 – Rezoning Property at the corner of Andrews Ave. and Rogers St. from R-1 to R-2, Trousdale County Tax Map 019K, Parcel 005.01 (Whittemore)

Motion this court close this Public Hearing.

Motion by Johnny Kerr, Second by Linda Johnson

MOTION CARRIED

6. Second Reading – Ordinance #117-2015-08 – Rezoning Property at the corner of Andrews Ave. and Rogers St. from R-1 to R-2, Trousdale County Tax Map 019k, Parcel 005.01 (Whittemore)

Motion this court approve this Ordinance – **2ND Reading**

Motion by Gary Claridy, Second by Richard Harsh

MOTION CARRIED

E. BUDGET AMENDMENTS:

1. 101 General Fund – Move FEMA Reserve Funds to Parks Budget - \$20,519.09

Motion this court approve this Budget Amendment.

Motion by Jerry Ford, Second by Richard Johnson

MOTION CARRIED

2. 111 Urban Services – Funds for Master Plan Design for Main Street Improvements - \$10,000.00

Motion this court approve this Budget Amendment.
Motion by John Oliver, Second by James McDonald

MOTION CARRIED

F. Notaries: Sherry Anthony-Bennett

Leah Verville needs to be added to the agenda for a Notary approval.

Motion this court dispense with Roberts Rules of Order and add Leah Verville to the agenda for
Notary application approval.

Motion by Jerry Ford, Second by Wayne Brown

MOTION CARRIED

Motion this court approve these Notary applications.

Motion by David Nollner, Second by Wayne Brown

MOTION CARRIED

G. Adjournment

Motion this court adjourn.

Motion by David Nollner, Second by Linda Johnson

MOTION CARRIED

For Reference purposes only for Item 12.D.

RESOLUTION #2010-39-240

A RESOLUTION ESTABLISHING A PUBLIC RECORDS COMMISSION

WHEREAS, TCA 10-7-401 establishes the formation of a Public Records Commission for the proper archiving and disposing of public documents,

NOW, THEREFORE, BE IT RESOLVED by the Hartsville Trousdale County Commission that a Public Records Commission is hereby appointed. The members are by position and are as follows:

Mark Presley – Commission Member (Recommending James McDonald for this position)

Kenny Linville – Judge of a County Court of Record

Kassie Hassler – Genealogist

Rita Crowder – County Clerk

Mary Holder – Register of Deeds

John Oliver – Historian

The following serve as ex-officio members:

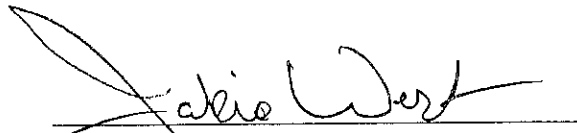
Kim Taylor – Circuit Court Clerk

Kay Celsor – Trustee (Cindy Carman serves as office holder)

Dewayne Byrd – Tax Assessor

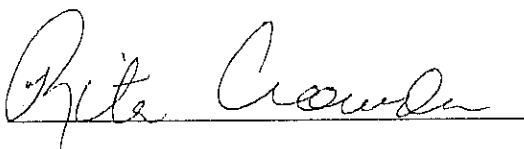
Adopted this 22 day of November, 2010.

APPROVED:



COUNTY EXECUTIVE

ATTEST:



COUNTY CLERK

COUNTY CLERK

ACKNOWLEDGEMENTS

12. E. 1.



**STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986**

September 1, 2015

Honorable County Mayor
and Board of Commissioners of Hartsville/Trousdale County
210 Broadway, Room 5
Hartsville, TN 37074

Dear Mayor Carman and Commissioners:

Please include this letter in the minutes of the next meeting of the County Commission and provide a copy to each Commissioner.

This Office received a request from Hartsville/Trousdale County (the "County") on August 27, 2015, for approval to issue five-year capital outlay notes in an amount not to exceed \$222,000 to be known as the Sheriff's Department Capital Outlay Notes, Series 2015 (the "Notes").

This Office received a certified copy of Resolution #2015-40-519, adopted on August 24, 2015, authorizing the issuance of the Notes to finance the acquisition of patrol cars (the "Project"). The proposed note form was included with the resolution. Please send a copy of the executed note to us along with the completed Report on Debt Obligation (Form CT-0253).

Compliance with Debt Management Policy

The County provided a copy of its debt management policy, and within forty-five (45) days of issuance of the debt approved in this letter, is required to submit the Report on Debt Obligation that indicates that this debt complies with its debt policy. If the County amends its policy, please submit the amended policy to this office.

Note Approval

This letter constitutes approval for the County to issue the Notes by informal bid pursuant to T.C.A. §§ 9-21-608 and 9-21-609. Approval of the sale of the Notes is conditioned upon the County's compliance with Title 9, Chapter 21, Parts 1, 4, and 6, of the Tennessee Code Annotated and timely payment of outstanding note principal and interest in accordance with the note provisions. The amount of the Notes being approved is based on the County's determination of the cost of the public works project as authorized in T.C.A. § 9-21-109.

This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. The County should discuss these issues with a tax attorney or bond counsel.

This approval is valid for six months after the date of this letter. If the Notes have not been issued within that time, a new note resolution must be passed by the Governing Body and submitted to this Office for approval.

Purpose, Terms, and Life

This Project meets the definition of a public works project in T.C.A. § 9-21-105, and the County may issue notes under the authority of Title 9 Chapter 21 of the Tennessee Code Annotated to finance such Project. The maturity of the Notes does not exceed the life of the proposed Project as attested by the local governing body. The submitted resolution and supporting documents appear to meet the requirements for the issuance of notes in Title 9 Chapter 21 Parts 1, 4, and 6 of the Tennessee Code Annotated. The maximum maturity for the Notes as authorized by the governing body is five (5) fiscal years after the date of issuance.

Not less than level debt service is to be paid in each year after the year issued with the balance being paid in the final year of the Notes. In its resolution, the County committed to make at least level debt service payments. This repayment schedule meets the requirements of statute. If the County does not pay the minimum principal payments stated in its resolution, the County will not be permitted to convert the Notes to bonds after the two-year period commencing on the date of issuance (T.C.A. § 9-21-610).

Nonconforming Obligations

Notes issued contrary to Title 9 Chapter 21 Parts 4 and 6 of the Tennessee Code Annotated or Notes not properly extended are nonconforming obligations. The Comptroller has the option to levy a penalty for notes deemed nonconforming obligations.

Director's Budget Approval Requirement

By issuing debt under the authority of Title 9 Chapter 21 of the Tennessee Code Annotated, the County has placed itself under the budget approval authority of the Director of the Office of State and Local Finance for the life of any outstanding debt. This authority requires you, as Chief Executive Officer, to submit within fifteen days of adoption the appropriation resolution with any necessary supporting documents to this Office for official budget approval to document:

- the County's budget is balanced as required by state law,
- the County intends to pay all outstanding debt obligations, and
- the annual budget is prepared in a form consistent with accepted governmental standards and as approved by the Director.

This Office can require the County to provide any information or perform any audits necessary to ascertain that the County maintains a balanced budget paying all outstanding debt obligations. If the County is unwilling to submit to the requirements of T.C.A. § 9-21-403, this approval to issue the Notes is rescinded.

If the statutorily required budget and supporting documents are not submitted, the County will not be permitted to convert the Notes to bonds after the two year period commencing on the date of issuance. Once under this requirement, if the County fails to comply, it must publish a notice in a paper of general circulation in the County stating that a proper budget has not been submitted to the Director for approval to become the official budget and that the County is not operating in compliance with Title 9 Chapter 21 Part 4 of the Tennessee Code Annotated.

Municipal Securities Rulemaking Board (MSRB) Voluntary Disclosure of Bank Loans

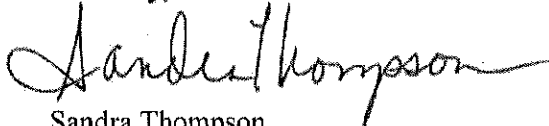
The Municipal Securities Rule Making Board (MSRB) released regulatory notices: MSRB Notice 2011-52, providing guidance on the use of “bank loans” that could be a private placement of municipal securities subject to specific regulatory requirements including disclosure; and MSRB Notice 2012-18, encouraging the voluntary disclosure of bank loan financings through the MSRB’s Electronic Municipal Market Access (EMMA®) website (emma.msrb.org). For more information see the preceding notices on the MSRB’s website (msrb.org). To learn how to submit disclosure see the link at the bottom of the EMMA website labeled Submit Documents or the Education Center of the MSRB’s website.

Report on Debt Obligation

Enclosed is the Report on Debt Obligation. This form must be filed with the governing body of the public entity issuing the Debt not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any public entity, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letter, or by email to StateandLocalFinance.PublicDebtForm@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

Please notify us if the County decides not to issue the Notes.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sandra Thompson".

Sandra Thompson
Director of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Ms. Linda Mooningham, TMBF

Enclosure: Report on Debt Obligation

12.E.2.

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity: Name: <u>Hartsville/Trousdale County Government</u> Address: <u>210 Boadway, Room 5</u> <u>Hartsville, TN 37074</u> Debt Issue Name: <u>Sheriff's Department Capital Outlay Note, Series 2015</u> <small>If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.</small>																			
2. Face Amount: \$ <u>222,000.00</u> Premium/Discount: \$ <u>0.00</u>																			
3. Interest Cost: <u>2.4900</u> % <input checked="" type="checkbox"/> Tax-exempt <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> TIC <input type="checkbox"/> NIC <input type="checkbox"/> Variable: Index _____ plus _____ basis points; or <input type="checkbox"/> Variable: Remarketing Agent _____ <input type="checkbox"/> Other: _____																			
4. Debt Obligation: <input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input checked="" type="checkbox"/> CON <input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input type="checkbox"/> Bond <input type="checkbox"/> Loan Agreement <input type="checkbox"/> Capital Lease <small>If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").</small>																			
5. Ratings: <input checked="" type="checkbox"/> Unrated Moody's _____ Standard & Poor's _____ Fitch _____																			
6. Purpose: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: black; color: white;"> <th style="width: 40%;"></th> <th style="width: 10%;"></th> <th style="width: 50%;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> General Government</td> <td><u>100.00</u> %</td> <td><u>acquisition of patrol cars for the Sheriff's Department</u></td> </tr> <tr> <td><input type="checkbox"/> Education</td> <td>_____ %</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Utilities</td> <td>_____ %</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td>_____ %</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Refunding/Renewal</td> <td>_____ %</td> <td>_____</td> </tr> </tbody> </table>				BRIEF DESCRIPTION	<input checked="" type="checkbox"/> General Government	<u>100.00</u> %	<u>acquisition of patrol cars for the Sheriff's Department</u>	<input type="checkbox"/> Education	_____ %	_____	<input type="checkbox"/> Utilities	_____ %	_____	<input type="checkbox"/> Other	_____ %	_____	<input type="checkbox"/> Refunding/Renewal	_____ %	_____
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<input type="checkbox"/> Other	_____ %	_____																	
<input type="checkbox"/> Refunding/Renewal	_____ %	_____																	
7. Security: <input checked="" type="checkbox"/> General Obligation <input type="checkbox"/> General Obligation + Revenue/Tax <input type="checkbox"/> Revenue <input type="checkbox"/> Tax Increment Financing (TIF) <input type="checkbox"/> Annual Appropriation (Capital Lease Only) <input type="checkbox"/> Other (Describe): _____																			
8. Type of Sale: <input type="checkbox"/> Competitive Public Sale <input type="checkbox"/> Interfund Loan _____ <input type="checkbox"/> Negotiated Sale <input type="checkbox"/> Loan Program _____ <input checked="" type="checkbox"/> Informal Bid																			
9. Date: Dated Date: <u>09/09/2015</u> Issue/Closing Date: <u>09/09/2015</u>																			

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2016	\$ 40,900.00	2.4900 %		\$	%
2017	\$ 43,600.00	2.4900 %		\$	%
2018	\$ 44,700.00	2.4900 %		\$	%
2019	\$ 45,800.00	2.4900 %		\$	%
2020	\$ 47,000.00	2.4900 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 500	Bone McAllester Norton
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 500	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)**12. Recurring Costs:**☒ No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link _____ or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes☒ No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy

09/24/2012

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on _____

and presented at public meeting held on _____

Copy to Director to OSLF:

on _____

either by:

☐ Mail to:

OR

☐ Email to:505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:****AUTHORIZED REPRESENTATIVE****PREPARER**Name Carroll CarmanTitle County Mayor

Firm _____

Email htcexec@gmail.comDate 9-28-15Tennessee Municipal Bond Fundlmooningham@tmbf.net

RESOLUTIONS

RESOLUTION #2015-42-521

**A Resolution Authorizing an Interlocal Cooperative Agreement
With Tennessee Risk Management Trust**

WHEREAS, the Hartsville/Trousdale County General Services and Highway Departments participate as members of Tennessee Risk Management Trust for liability and workers compensation insurance coverage; and

WHEREAS, as a participant of this Trust, an Interlocal Cooperative Agreement between the County and the Trust was entered into in 2009; and

WHEREAS, the Trust has revised the Agreement updating the language to reflect changes in the Trust's policy manual, therefore requiring a new Interlocal Cooperative Agreement from the County,

NOW, THEREFORE, BE IT RESOLVED by the Hartsville/Trousdale County Commission, meeting in regular session this 28th day of September, 2015, that the County Mayor is authorized to enter into this said Agreement, a copy of which is included with this Resolution by reference.

Motion to approve: _____

Second: _____

APPROVED:

COMMISSION CHAIRMAN

ATTEST:

COUNTY CLERK

The Board of the Tennessee Risk Management Trust (Trust) recently reviewed all of its governing documents, policies and procedures. Redundancies between the Intergovernmental Cooperative Agreement (Agreement) and the TNRMT Policy Manual have been eliminated. We have also expanded our internal employee handbook. All policies have been combined into one manual and necessary grammatical and formatting changes have been completed.

Attached you will find a copy of the Intergovernmental Cooperative Agreement for your review and signature. This will take effect on July 1, 2015. This new Agreement will replace the previous Agreement dated July 1, 2007. This document meets the requirement of the Tennessee Department of Commerce and Insurance. Please sign and return the Agreement to NGU Risk Management prior to July 1st.

Aside from grammatical and formatting changes, below are the significant revisions per above:

- Article V 5.1 (h) Removed the specifics of the investment policy as that is now contained in the Policy Manual of the Trust. (Please note that the investment policy has not changed, as state law mandates the Trust investment policy, it has only been moved.)
- Article VII 7.1 (e) Clarified that any change to the Agreement shall not be effective until July 1 following its adoption.
- Article VII 7.4 Ethics Policy is contained in the Policy Manual of the Trust and its reference is removed from this Agreement.
- Article VIII 8.2 Removed the reference that called meeting or emergency meetings may be held by teleconference as that does not comply with TN state law.
- Article IX 9.2 Removed duties of the Administrator as those are covered in their entirety in the Policy Manual.
- Article XIX 19.1 Removed addition of members as it is covered by the opening paragraph of this Agreement.

Tennessee Risk Management Trust

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Effective Date: July 1, 2015

This Intergovernmental Cooperative Agreement (the "Agreement") is made by and among the Boards of Education and Boards and Commissions of the public entities hereinafter identified by written acceptance, each of which may be referred to hereinafter as a "Member" and which, collectively, may be referred to hereinafter as the "Members".

WHEREAS, Tennessee law identified as the Interlocal Cooperation Act (Tenn. Code Ann. §§ 12-9-101, *et seq.*) and the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. §§ 29-20-101, *et seq.*), with special emphasis on section 401, provide that public entities may contract with one another to perform any activity authorized by law.

NOW, THEREFORE, each Member mutually agrees as follows:

ARTICLE I

Establishment and Purpose of Intergovernmental Entity

- 1.1 Pursuant to the provisions of the Tennessee Interlocal Cooperation Act and the Tennessee Governmental Tort Liability Act, and the policies from time to time promulgated by the Board of Trustees, the Members hereby affirm the establishment of the Tennessee Risk Management Trust ("TNRMT" or the "Trust").
- 1.2 The purpose of the Trust is to provide self-insurance and risk management products of various kinds, including but not limited to casualty and property indemnification and to administer some or all insurance coverage and self-insurance protections. Nothing herein shall, nor shall participation in this Trust, constitute a waiver of immunities or defenses provided under the Tennessee Governmental Tort Liability Act or otherwise. The Trust shall also carry out such claim, accident, premium alteration and educational programs, as may be authorized by its Board.
- 1.3 The Members also intend, by the creation of the Trust, to allow Members to equalize annual fluctuations in insurance costs by establishing a program through the Trust whereby reserves may be created and temporary deficits of individual Members covered and, ultimately, to equalize the risks and stabilize the costs of providing casualty and property protections of the type contemplated hereunder.

ARTICLE II

Terms and Conditions

- 2.1 The Tennessee Risk Management Trust, pursuant to the authority granted in the Tennessee Interlocal Governmental Cooperation Act and policies from time to time promulgated by its governing board (the "Board" or the "Board of Trustees"), shall hold all assets, obligations and debt of the respective Members from the onset (7-1-1987) of the obligations governed by this Agreement.

ARTICLE III

Section 115 Classification

- 3.1 The TNRMT is entitled to characterization of excludable income pursuant to Section 115 of the Internal Revenue Code. The Trust will derive its income from the performance of essential governmental functions exclusively for political subdivisions of the State of Tennessee.

ARTICLE IV

Definitions used in this Agreement

- 4.1 Administrator – the manager of the trust's operations with responsibility as further defined in section 9.2 Trust Officers and TNRMT policies.
- 4.2 Account - An account of monies established by the Members and held by the Trust to pay the joint administrative expenses of and fund certain coverages provided to the Members and to purchase aggregate excess, specific excess, or any other insurance as determined by the Board of Trustees. The funds within the Account may also be used to pay premiums or claims for the Members.
- 4.3 Account Funds - Funds within the Account.
- 4.4 Annual Contribution - The amount of money determined to be due annually to fund the account, pay claims and to pay expenses.
- 4.5 Coverage - Those provisions and coverages that are approved and adopted by and for each Member and incorporated herein by reference. Each Member may, from time to time adopt one or more new or substituted coverage administered under this Agreement.
- 4.6 Effective Date - The Member's entry date or July 1 of each year.
- 4.7 Fiscal Year - The twelve-month period commencing on July 1, lasting through June 30 of the year following.
- 4.8 Board - The Board of Trustees of the Tennessee Risk Management Trust.
- 4.9 Chairman - The Chairman of the Board of Trustees of the Tennessee Risk Management Trust.

ARTICLE V

Authority and Duties of the Trust

- 5.1 The Trust shall have the authority and duty to accomplish the purpose set forth in Article I above and, in furtherance of such authority and duty shall:
- (a) Contract for the services of agents, independent contractors, investment counsel, accountants, insurance consultant-claims administrators, attorneys, auditors and such other persons as may be necessary to administer and accomplish the purposes of the Trust; provided, however, that the Trust shall not have the authority to enter into any collective bargaining agreement;
 - (b) Carry out educational and other programs relating to accident and casualty claims reductions;
 - (c) Direct the collection and payment of funds to be used for the administration of the Trust and the provision of coverages hereunder;
 - (d) Cause to be purchased, aggregate excess, specific excess and other types of insurance as recommended by the Administrator;
 - (e) Prepare annual reports of claims filed and paid by the Trust;
 - (f) Obtain annually, an audited report of the financial affairs of the Trust in a form acceptable under State law and regulation;
 - (g) Receive and hold all payments and contributions paid to it;
 - (h) Have authority and discretion to invest and reinvest all or any part of the funds received under this Agreement, subject to the Investment Policy adopted by the Board of Trustees and applicable law;
 - (i) Own, manage, purchase, sell, contract to purchase or sell, transfer and otherwise deal with all property constituting the Account or Account Funds, in such a manner, for such considerations, and on such terms and conditions as the Trust shall decide;
 - (j) Retain in cash any reasonable portion of the Account Funds pending investment, reinvestment or payment of benefits and deposit such cash in any depository selected by it;

- (k) Begin, maintain, or defend any litigation necessary in connection with the investment, reinvestment and administration of the Account or Account Funds;
- (l) Have all rights of an individual owner of property;
- (m) Hold securities or other property in the name of the Trust or its nominee or nominees, or in such other form as it determines best, with or without disclosing the fiduciary relationship, provided the records of the Trust shall indicate the actual ownership of such securities or other property;
- (n) Retain any funds or property subject to any dispute without liability for the payment or delivery thereof until final adjudication is made by a court of competent jurisdiction;
- (o) Pay any estate, inheritance, income or other tax, charge or assessment attributable to any benefit which, in the Board of Trustees' opinion, it shall or may be required to pay out of such benefit; and to require before making any payment such release or other document from any taxing authority and such indemnity from the intended payee as the Trust shall deem necessary for its protection;
 - (1) Furnish the Members with such information in the Trust's possession as the Members may need for related purposes;
 - (2) Perform any and all acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Account or Account Funds;
 - (3) Deposit securities with a corporate depository;
 - (4) Maintain a separate and distinct record of the securities owned by the said Trust and to maintain integrity of various program funds as determined by the Board;
- (p) Carry out such other activities as are necessarily implied or required to carry out the purpose of the Trust specified in Article I, or the specific activities enumerated in Article III of this Agreement.

ARTICLE VI

Term of Agreement

6.1 The term of this Agreement shall commence on July 1, 2015. This Agreement shall replace all previous Intergovernmental Agreements for the Tennessee School Boards Risk Management Trust, Tennessee School Boards Liability Trust and the Tennessee School Boards Workers Compensation Trust and all other agreements in conflict herewith, provided that the provisions of the prior agreements shall govern the relationship between the Trust and any entity that was a Member of the Trust, but is not a Member as of July 1, 2015.

ARTICLE VII

Board of Trustees

7.1 The Trust shall be managed by a Board of Trustees. The Board of Trustees shall consist of individuals identified as follows:

- (a) There shall be nine (9) Trustees. The Trustees shall be elected by the Membership in a manner as prescribed in the policies of the Trust. The term of each Trustee shall be three years.
- (b) Resignation of a Trustee. Any Trustee may resign upon giving notification in writing to the Trust Chairman or the Trust Administrator in accordance with the applicable Trust policy.
- (c) Removal of a Trustee. A Trustee shall be removed by the Board of Trustees according to the policies of the Trust.
- (d) Appointment of Successor Trustees. Upon the death of a Trustee, resignation of a Trustee, or removal of a Trustee, a person shall be appointed to fill the vacant position.
- (e) Amendment of Agreement. The provisions of this Agreement may be amended by the Board of Trustees at any time and from time to time; provided that any amendment shall not be effective until July 1 following the adoption of the Amendment.

7.2 The Board shall carry out the purposes and duties of the Trust, as set forth in Articles I and III of this Agreement, through its Administrator or other agents and employees, including, but not limited to, the following:

- (a) Making changes in policy for the Trust;
- (b) Selecting agents and independent contractors to act for the Trust;
- (c) Determining the compensation for all such agents, and independent contractors;
- (d) Procuring fidelity bonds for employees or other persons, as required by this Agreement or by law;

- (e) Preparing the annual budget of the Trust and any amendments to that budget;
- (f) Approving education and other programs relating to claim reduction;
- (g) Obtain or preparing and submitting to the Members the financial reports and reports of claims;
- (h) Approving new Members;
- (i) Expelling Members in accordance with the provisions herein;
- (j) Such other activities as are necessarily implied or required to carry out the purposes of the Trust.

7.3 No Trustee shall receive any salary for services from the Trust but each Trustee shall receive a stipend for attendance at any regular or called meeting of the Board of Trustees, the amount of which shall be determined by the Board. In addition, any Trustee or other officer of the Trust may submit to the Trust for approval, and be reimbursed for, expenses incurred in the pursuit of his or her position. Reimbursement for such expenses shall be in accordance with procedures and policies established by the Board of Trustees consistent with the terms of this Agreement.

ARTICLE VIII

Meetings of the Board of Trustees

- 8.1 Quarterly meetings of the Board of Trustees shall be held; however, the Board of Trustees may choose to forego certain meetings if no business matters are pending at that time. Any item of business may be considered at a regular meeting.
- 8.2 A meeting may be called at any time by the Chairman or a majority of the Trustees upon giving ten (10) days written notice to all Trustees. An emergency meeting may be called upon agreement of all Trustees or with no less than three (3) days written notice provided that all Trustees have been notified of such a meeting. An agenda specifying the subject of any special meeting shall accompany such notice and only business included on that agenda may be transacted.
- 8.3 The time, date and location of regular meetings of the Board shall be determined by the Board.
- 8.4 No proxy votes shall be permitted.
- 8.5 A quorum shall consist of a majority of the Trustees. Except as provided in this Agreement, a simple majority of Trustees present and voting at a duly constituted meeting shall be sufficient to pass upon all matters.
- 8.6 The Trustees shall adopt policies which shall govern and control the operation and administration of the Trust which shall not be in conflict with any terms and provisions of this Agreement.
- 8.7 Minutes of all regular and special meetings of the Board shall be sent to all Trustees.
- 8.8 All meetings of the Board shall be conducted in the manner required by law. In the event of any conflict between any provision of this Agreement and any provision of any applicable law, this Agreement shall be deemed modified to the extent necessary to comply with such law. In addition to any notices of meetings required to be served under this Agreement, the Administrator shall cause to be published any schedule or notice of meeting of the Board required by law in the Trust newsletter and/or website.

ARTICLE IX

Trust Officers

- 9.1 Officers of the Trust shall consist of a Chairman, a Vice-Chairman, the Administrator and such other officers as are established from time to time by the Board. All officers shall be elected by the Board, except the Administrator, who shall be employed by and serve at the pleasure of the Board.
- 9.2 The Administrator shall be the chief executive officer of the Trust, shall supervise and control the day-to-day operations of the Trust and shall carry out the purpose of the Trust as directed by the Board.

ARTICLE X MEMBER CONTRIBUTIONS

10.1 Payments into the Account will be developed and administered in the following manner:

- (a) The Trustees will determine the amount of total payments from all of the Members necessary to fund current and anticipated costs of the Trust based on recommendations from the administrator, Trust actuaries and underwriters. The factors to be considered in determining each Member's annual payment shall include but not be limited to, all areas of relative claim exposure and claim or loss experience of the Member.

10.2 It is agreed that if the assets in the Account are at any time insufficient, in the opinion of the Trustees, to enable it to discharge its obligations, then the Trust shall have the right and responsibility to assess all Members which have participated in the Trust during any part of the period of insufficiency such total amount as is, in the opinion of the Board of Trustees, required to end the insufficiency and each Member shall have the duty to pay its proportionate amount of the total. Such proportionate share will be determined based on the individual Member's size, relative to the size of the entire group for the year/s where such insufficiency exists.

ARTICLE XI Plan of Coverages

11.1 It is the intent of the Trust to provide indemnity for covered losses. Such indemnity shall be subject to the terms of the Coverage Document, various excess or reinsurance agreements and additional administrative policy as established by the Board of Trustees for each coverage period beginning on July 1 and ending on June 30 of each coverage year.

ARTICLE XII Excess Insurance

12.1 The Trust may cause to be purchased, excess insurance or reinsurance from a company permitted to do business in the State by the Tennessee Department of Commerce and Insurance.

12.2 Membership in the Trust shall not preclude any Member from purchasing any insurance coverage above those amounts determined by the Board of Trustees.

ARTICLE XIII Obligations of Participating Members

13.1 The obligations of each Member shall be as follows:

- (a) To pay promptly all payments to the account at such times and in such amounts as are established within the scope of this Agreement;
- (b) To cooperate fully with the Administrator, Program Manager, claims administrator, the Trust's attorneys and auditors, and any agent, employee, officer, or independent contractor of the Trust in any matter relating to the purpose and powers of the Trust.
- (c) To furnish the Administrator any information reasonably required to carry out the purposes of the Trust as required by the Trust's Policies.

ARTICLE XIV

Liability of Trustees and Officers

- 14.1 The Trustees and the officers of the Trust, including the Administrator, shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be liable for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of the Trust's funds or failure to invest. No Trustee or officer shall be liable for any action taken or omitted by any other Trustee or officer. The Account shall be used to defend, indemnify and hold harmless any Trustee or officer of the Trust for actions taken by the Board or performed by the Trustee or officer within the scope of this authority.
- 14.2 The Trust shall defend, indemnify and hold harmless to the full extent permitted by law any person who is or was a Trustee, officer, employee, or agent of the Trust, provided that actions by the Trustee, officer, employee or agent are consistent with the scope of their responsibilities under this agreement and such actions are not in conflict with formal, written opinions of Trust attorneys. In addition, the Trust may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Trust, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, regardless of whether the Trust would have the power to indemnify him or her against such liability.

ARTICLE XV

Contractual Obligation

- 15.1 The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity, either by the Trust or by any Member. The consideration for the duties imposed upon the Member by this Agreement is based upon the mutual promises and agreements of the Members as set forth herein and the advantages gained by the Members through participation herein.
- 15.2 All governmental subdivisions participating in or benefiting from this Agreement remain liable for their proportionate share of all losses incurred by the Trust during their Membership or participation in the Trust, regardless of their withdrawal from or the complete termination of the Trust. The Members intend, in participation in the Trust, to establish an organization for joint administration of risk management programs within the scope set forth in this Agreement only and do not intend to create between Members any additional relationship of partnership, surety, indemnification or liability for the debts of or claims against another.

ARTICLE XVI

Expulsion of a Member

- 16.1 By a two-thirds (2/3) vote of the entire Board of Trustees, any Member may be expelled from the Trust. Such expulsion, which shall take effect in the manner set out below, may occur whenever,
- (a) a Member fails to perform any obligation under this Agreement,
 - (b) failure or refusal to make payments and supplemental payments due, or
 - (c) activities by a Member detrimental to the purposes of the Trust.
- 16.2 No Member may be expelled except after notice from the Trust of the alleged failure and after a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. Within such fifteen-day (15) period, the Member may request a hearing before the Board before any decision is made as to whether to expel. The Board shall set the date for such hearing, which shall not be less than fifteen (15) days after expiration of the time to cure. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact; provided, however, that if the hearing is conducted by a hearing officer, the Member may request a further hearing before the Board. Such request shall be in writing and addressed to the Chairman.

If the Board conducts the hearing itself, it may make a decision at the close of the hearing. Expulsion of a Member after notice and hearing set forth in this Section shall be final.

16.3 After expulsion, the former Member shall continue to be fully liable for any payment due to the Account and any unfulfilled obligation as if it were still a Member of the Trust.

16.4 The Trust shall have no obligation with respect to claims incurred under the terminated coverage of an expelled Member after the effective date of such expulsion.

16.5 The obligation of the Trust to administer claims incurred under the coverage of an expelled Member prior to the effective date of expulsion shall continue for such claims as may have been or may be validly filed. Within sixty (60) days after an expulsion, or within sixty (60) days of the resolution of all outstanding claims if such occurs later, a final accounting of payments owed by or claim payments owing to said expelled Member shall take place and any amount found to be owed by such expelled Member shall be immediately paid into the Account by such Member and any amount found to be owed to such former Member shall be immediately paid from the Account to such former Member. An expelled Member will not have any right, title, or interest in any funds of the Trust other than explained in this paragraph except upon termination of the Trust as detailed in Article XVIII below.

ARTICLE XVII

Withdrawal from the Trust

17.1 No Member shall have the right to withdraw from the Trust during the twelve (12) month period immediately following the Member's initial effective date. Thereafter, a Member may withdraw effective June 30 of any year by providing written notice of withdrawal to the Trust. To be effective, the notice must be received at least sixty (60) days prior to July 1st of the program year. The Members acknowledge that this notice requirement is necessary in order to avoid irreparable financial jeopardy to the other Members of the Trust. Therefore, withdrawal without such notice will not be accepted.

17.2 The obligation of the Trust to administer claims incurred under the coverage of a withdrawing Member prior to the effective date of withdrawal shall continue for such claims as may have been or may be validly filed. Within sixty (60) days after such withdrawal, or within sixty (60) days of the resolution of all outstanding claims if such occurs later, a final accounting of payments owed by or claim payments owing to said withdrawing Member shall take place and any amount found to be owed by such withdrawing Member shall be immediately paid into the Account by such Member and any amount found to be owed to such former Member shall be immediately paid from the Account to such former Member. A withdrawing Member will not have any right, title, or interest in any funds of the Trust other than explained in this paragraph except upon termination of the Trust as detailed in Article XVIII below.

ARTICLE XVIII

Termination of the Trust

18.1 The Trust shall survive in perpetuity or upon the occurrence of any one of the following events:

- (a) A final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Trust is invalid or contrary to law.
- (b) The Board of Trustees determines that the number of Members is not sufficient to support the appropriate spread of risk.

18.2 Upon termination of the Trust, the rights and duties of the Trust to each Member and the rights and duties of each Member to the Trust shall be the same as those with respect to a withdrawing Member for purposes of claim administration and resolution.

18.3 Upon termination of the Trust, all assets of the TNRMT shall be liquidated. All funds as a result of such liquidation, including all cash assets of the Trust, shall be used to pay outstanding claims and administration of

such claims until all claims are permanently adjudicated and settled. After all obligations of the Trust are met, a determination shall be made by Trust actuarial consultant (the "Actuary") as to whether a surplus or deficit exists. In the event of surplus, the Actuary shall determine the surplus position of the Trust for all historical years of operation. Any amounts available in those historical years of operation will be distributed to Members and former Members who held valid Membership during such surplus years. Those Members entitled to receive a distribution shall receive funds relative to the Member's size from the year of participation and surplus relative to that year as determined by the Actuary and the Trust's accountants. Likewise, such Members and former Members will be assessed for any year of participation in which a deficit existed, as determined by the Actuary and the Trust's accountants, after all obligations of the Trust are met after termination. The determination of the Actuary and the Trust's accountants shall be final and binding upon all parties.

ARTICLE XIX

Miscellaneous

- 19.1 **Section Headings.** The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.
- 19.2 **Validity and Savings Clause.** In the event any provision of this Agreement shall be declared by a final judgment of a Court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member, the lawfulness, constitutionally or validity of the remainder of this Agreement shall not be deemed affected thereby.
- 19.3 **Counterpart.** This Agreement, and any amendments thereto, may be executed in any number of separate documents which taken together shall constitute a single instrument.
- 19.4 **Notice.** Any notice required by this Agreement shall be in writing and shall be deemed to have been given when:
- (a) notice is sent via United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:
 - If to the Trust: To such address as is specified by the Trustees.
 - If to the Members: To the address as the Members from time to time offer for publication.
 - (b) notice is sent via electronic mail addressed as follows:
 - If to the Trust: To the e-mail address last specified on the Trust's website
 - If to the Members: General notice is posted on the Trust's website and specific notice to Members is sent to the last known e-mail address for such Member.
- 19.5 **Authorized Signatures.** This Agreement shall be executed on behalf of the Member by its duly authorized officer and shall be forwarded, in duplicate, to the Tennessee Risk Management Trust.
- 19.6 **Acknowledgement and Acceptance.** The Trust shall acknowledge receipt of this Agreement and acceptance hereof by noting hereon in the space provided the Effective Date of its acceptance and shall return a fully executed copy hereof to the Member.
- 19.7 **Obligations of the Parties.** The obligations and rights of the parties under this Agreement shall commence upon the effective date of the Trust's acceptance noted hereon.

Signature Page
Page number 10 of 10 Pages
TNRMT Intergovernmental Agreement
Effective date: 7-1-2015

This action was approved by the _____ at a meeting held on _____.
(political subdivision)

Board Chairman Signature

Date

Chief Executive Signature

Date

RECEIVED AND ACCEPTED BY THE TENNESSEE RISK MANAGEMENT TRUST:

EFFECTIVE DATE: _____

SIGNED

TITLE

DATE

RESOLUTION #2015-43-522

12.F.2.

A Resolution Naming the Former People's State Bank of Commerce Building

WHEREAS, the Hartsville/Trousdale County Government purchased the former People's State Bank of Commerce building located at 328 Broadway on May 28, 2015, for the purpose of locating administrative offices of the County in one building,

NOW, THEREFORE, BE IT RESOLVED that the official name of the building is The Hartsville/Trousdale County Administration Building.

Motion to approve: _____

Second: _____

APPROVED:

COMMISSION CHAIRMAN

ATTEST:

COUNTY CLERK

RESOLUTION OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT AUTHORIZING THE ISSUANCE OF INTEREST BEARING SOLID WASTE DEPARTMENT CAPITAL OUTLAY NOTES, SERIES 2015, IN AN AMOUNT NOT TO EXCEED \$165,000 AND PROVIDING FOR THE PAYMENT OF SAID NOTES

WHEREAS, the Hartsville/Trousdale County Commission (the "Commission") of the Hartsville/Trousdale County Government (the "County"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the acquisition of a roll-off truck for the Solid Waste Department of the County, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto (collectively, the "Project");

WHEREAS, the County certifies that the economic life of such Project exceeds five (5) years;

WHEREAS, the County finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the County is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of the Office of State and Local Finance (the "Director of State and Local Finance").

NOW, THEREFORE, BE IT RESOLVED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT, AS FOLLOWS:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the County, in the aggregate principal amount of not to exceed \$165,000, or such lesser amount as may be determined by the County Mayor of the County (the "County Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "Solid Waste Department Capital Outlay Notes, Series 2015". The Notes shall be issued in registered form, without coupons, in minimum denominations of \$5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, or such other date as the County Mayor shall determine, shall be sold at not less than the par amount thereof, and shall bear interest at a rate not to exceed 3% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the County Mayor (the "Interest Payment Date"), and shall mature not later than the end of the fifth fiscal year following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the County shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other

than as expressly provided or limited herein as may be agreed upon by the County Mayor of the County and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the Registration Books of the County maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the County, upon fifteen (15) calendar days written notice to the registered owner, and with the consent of the registered owner, the County may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the County may pay, from time to time, additional principal payments, after giving fifteen (15) calendar day's written notice to the Registered Owner of such intent to pay additional principal.

Section 5. Execution. The Notes shall be executed in the name of the County; shall bear the manual signature of the County Mayor; shall be countersigned by the County Clerk of the County (the "County Clerk"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the County. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the County Mayor may deem necessary or desirable, the blanks to be appropriately completed by the County Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The County Clerk of the County is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as he or she may designate, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal on the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the County to the extent of the principal and interest so paid.

(b) The County may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the County, and shall be a trust company or bank having the powers of a trust company, having, at the time of such

appointment, a combined capital, surplus, and undivided profits aggregating at least Ten Million Dollars (\$10,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the County shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the County and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the County by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such Note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the County and to the Note Registrar, if required by the County and the Note Registrar.

Any notice to the contrary notwithstanding, the County and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the County without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the County, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the County is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent necessary, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the County, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said County, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the County, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the County's debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance, as provided by Section 9-21-601 et. seq. Tennessee Code Annotated, as amended. The County Mayor, County Clerk, and Attorney for the County, are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the County shall submit its annual budget to the Director of State and Local Finance for approval immediately upon the County's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the County Mayor by the informal bid process at a price of not less than par and accrued interest.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the County designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "Solid Waste Department Capital Outlay Notes Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the County. The monies in the Project Fund shall be disbursed solely to finance the Project. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the County's debt service fund and used to pay debt service on the Notes.

Section 16. Designation of Notes as Qualified Tax-Exempt Obligations. The County hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The County reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the County (i) any issuer with respect to which the County is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the County (together with those issued by any other issuers that are treated as one issuer under such Section 265(b)(3)) during the 2015 calendar year will be designated as "qualified tax-exempt obligations".

Section 17. Non-Arbitrage Certification. The County certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The County reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The County covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the County is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 19. No Action to be Taken Affecting Validity of the Notes. The County hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The County further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The County Mayor, the County Clerk, the County Trustee, and all other appropriate officials of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the County to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the County contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the County and not of any officer, director, or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the County or against any official or individual executing the Notes.

Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the County requiring it.

Approved and adopted this 28th day of September, 2015.

Commission Chairman

County Mayor

Attest:

County Clerk

STATE OF TENNESSEE)
COUNTY OF TROUSDALE)

I, Rita Crowder, hereby certify that I am the duly qualified and acting County Clerk of the Hartsville/Trousdale County Government (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Hartsville/Trousdale County Commission of said County held on September 28, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete copy of such resolution authorizing the issuance of not to exceed \$165,000 Solid Waste Department Capital Outlay Notes, Series 2015, by said County; (4) that the actions by said Hartsville/Trousdale County Commission including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Hartsville/Trousdale County Commission was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 28th day of September, 2015.

County Clerk

(SEAL)

FORM OF NOTE ---- EXHIBIT "A"

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
HARTSVILLE/TROUSDALE COUNTY
SOLID WASTE DEPARTMENT CAPITAL OUTLAY NOTE,
SERIES 2015

Interest Rate:

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT (the "County"), lawfully organized and existing under the laws of the State of Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the County Clerk, Hartsville/Trousdale County Courthouse, Hartsville, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, semiannually on _____ and _____ of each year, commencing _____, 2016, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Note and the income therefrom are exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This Note is one of a series of notes known as "Solid Waste Department Capital Outlay Notes, Series 2015" (the "Notes"), issued by the County in the aggregate principal amount of \$165,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of the acquisition of a roll-off truck for the Solid Waste Department of the County, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, are authorized by an appropriate resolution of the Commission of Commissioners and particularly that certain Resolution of the Hartsville/Trousdale County Commission adopted on September 28, 2015, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the County Clerk of the County, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the County, and the rights of the Registered Owner hereof.

This Note and interest hereon is payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the County without limitation as to time, rate, or amount. For the prompt payment of this Note, both principal and interest, as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

The County has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this Note. Upon any such transfer, the County shall execute, and the Note Registrar shall authenticate and deliver in exchange for this Note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this Note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the County and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid to the County by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The County and the Note Registrar may deem and treat the person or entity in whose name this Note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on, this Note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and neither the County nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons, in minimum denominations of \$5,000. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the County, upon fifteen (15) calendar days written notice to the Registered Owner, and with the consent of the Registered Owner, the County may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the County may pay, from time to time, additional principal payments, after giving fifteen (15) calendar day's written notice to the Registered Owner of such intent to pay additional principal.

This Note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This Note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this Note in order to make this Note a legal, valid, and binding obligation of the County, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this Note and the issue of which it is a part, together with all other indebtedness of such County, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE HARTSVILLE/TROUSDALE COUNTY COMMISSION OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT, has caused this Note to be signed by the manual signatures of the County Mayor and the County Clerk and its official seal to be impressed or imprinted hereon, all as of _____, 2015.

ORDINANCES

**AN ORDINANCE TO AMEND ARTICLE V, SECTION 5.020 OF THE ZONING
RESOLUTION OF TROUSDALE COUNTY, AND ARTICLE V, SECTION 5.020 OF THE
ZONING ORDINANCE OF HARTSVILLE, TENNESSEE, BY REZONING OF ONE
PARCEL FROM A-1 (AGRICULTURE-FORESTRY)
TO R-1 (Residential District) TO WIT:**

WHEREAS, the land use controls of Hartsville/Trousdale County, Tennessee have been adopted for the purpose of promoting the public health, safety, morals, convenience, order, prosperity, and general welfare of the community;

WHEREAS, the location and boundaries of the zoning districts established by this resolution and ordinance, are bounded and defined as shown on the official zoning map, entitled Zoning Map of Trousdale County, Tennessee, and any amendment thereto;

WHEREAS, the Hartsville/Trousdale County Regional Planning Commission has duly reviewed and recommended these requests to the County Commission; and

WHEREAS, the County Commission has reviewed such recommendation and has conducted a public hearing prior to the second reading.

**NOW, THEREFORE, BE IT ORDAINED BY THE HARTSVILLE/TROUSDALE
COUNTY COMMISSION:**

That the Zoning Map of Trousdale County, Tennessee be amended by the rezoning of one parcel from A-1 (Agriculture-Forestry) to R-1 Residential District), identified as follows:

Trousdale County Tax Map 031, Parcel 013.03—10 acres
See 'ATTACHMENT'

BE IT ENACTED that this resolution shall take effect from and after its adoption, the public welfare requiring it.

Recommended by Planning Commission September 14, 2015

Public Hearing Held on _____

Passes 1st Reading: _____

Passes 2nd Reading: _____

APPROVED:

COMMISSION CHAIRMAN

ATTEST:

COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY

Dwight Jewell - Zoning & Building Inspector

200 East Main ST, Room 11, Hartsville TN 37074

(615) 374-1100 (615) 374-1125 Fax

Request for Hearing Board of Zoning Appeals

Parcel Information

Current Zoning A-1 Request R-1
Property Owner: DAVID R. REEDY Phone # _____
Property Address: Hwy 231 S, Castalian Springs, TN, 37031
Lot Size: 10 Acres Road Frontage: 366' ft. Easements: _____ ft.
Tax Map Number: 031 Group: _____ Parcel: 013.03 Record/Deed Book: 27/380
Subdivision Name: _____ Phase: _____ Lot#: 3 + 4
Water Source: Castalian Springs Sewer or Septic: Septic
Attach Site Plan Drawing: (Showing all buildings, easements, setbacks, and parking on property)

Applicant Information

Applicant: Rene Casman III Title: Realtor
Mailing Address: _____
Phone: _____ Email: _____ @ _____
Name of Business: _____ Phone: _____

Impact Information

Zoning of Surrounding Properties: A-1 + R-1
Names of Surrounding Property Owners: HAROLD JACKSON WILLIAM TOMLINSON
Ronnie Williams HARRY KUKAT HOWARD HACEY
Roads Affected: Hwy 231 S Schools Affected: TC
Public Utilities: TRC County + CS WATER UTILITIES

Action Taken

Reviewed by the H/TC Planning Commission: _____ Action: _____
Reviewed by the H/TC BZA: _____ Action: _____
Approved: _____ Disapproved: _____ Deferred: _____
Reason for Disapproval or Conditions of Approval: (if any) _____



Signature of Applicant

9-15-15

Date Submitted

BUDGET AMENDMENTS

BUDGET AMENDMENT

Request is hereby made to amend Fund 101 County General Services
by increasing revenue and expenditures as follows:

DEBIT:

48990	Other - Citizens Groups	\$ 20,000.00
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TOTAL	\$ 20,000.00
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CREDIT:

56900	Other Social, Cultural, Recreational	
705	Bridge Construction	\$ 20,000.00

TOTAL	\$ 20,000.00
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This amendment will receive additional downtown revitalization funds
raised by the Downtown Revitalization Commission's Goose Gala Event.

Motion to approve: _____

Second: _____

APPROVED:

COMMISSION CHAIRMAN

ATTEST:

COUNTY CLERK

BUDGET AMENDMENT

Request is hereby made to amend Fund 101 County General Services as follows:

DEBIT:

39000	Fund Balance	\$ 16,609.64
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TOTAL	\$ 16,609.64
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CREDIT:

56300	Senior Citizens Assistance	
718	Motor Vehicles	\$ 16,609.64

TOTAL	\$ 16,609.64
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This amendment will appropriate reserve funds into the Senior Center budget to provide grant matching funds for the purchase of a van for the Center.

Motion to approve: _____

Second: _____

APPROVED:

COMMISSION CHAIRMAN

ATTEST:

COUNTY CLERK